

Exhibit E

3455 Peachtree Road NE, Suite 500

Atlanta, Georgia 30326

404-601-2803 (Main)

919-265-9982 (Cell)

404-393-1554 (Fax)

Please note my old direct line is no longer in service

Aaron@holcombward.com

www.holcombward.com

----- Forwarded message -----

From: **Daniel J. Vedra** <dan@vedralaw.com>

Date: Thu, Sep 26, 2024 at 7:36 PM

Subject: FW: Engagement Letter

To: Aaron Wright <aaron@holcombward.com>

----- Original Message -----

On 12/15/17 4:03 AM, Peter DiChiara wrote:

Floyd:

Could you please sign the attached engagement letter and return to me.

Peter DiChiara

Carmel, Milazzo & DiChiara

55 West 39th Street, 18th Floor Penthouse

New York, New York 10018

T: 212 658 0458

D: 646 838 1312

2 attachments



image001.jpg

9K

20171215070035.pdf
180K

CMD
CARMEL, MILAZZO & DICHIARA LLP
ATTORNEYS AT LAW

Via Electronic Mail

October 15, 2017

Floyds of Leadville Inc.
1101 Poplar Street
Leadville, CO 80461
Attn: Floyd Landis

Re: Legal Retainer – Private Offering

Dear Floyd:

We are pleased that we have been retained to represent Floyds of Leadville Inc. (“**Floyds**” or the “**Company**”), as counsel in the above-referenced matter. This engagement shall include the drafting of transaction documents for a private offering (the “**Offering**”) of senior secured notes (the “**Notes**”) and serving as the escrow agent for the Offering (the “**Matter**”) and any other matters in which we may mutually agree upon (“**New Matters**”).

We will undertake the representation for the Matter for a flat fee of \$10,000 to be paid upon the sale of \$1,000,000 of Notes in the Offering.

For any New Matters, Carmel, Milazzo & DiChiara, LLP (the “**Firm**”) charges hourly rates of: \$500.00 to \$600.00 per hour for partners, \$400.00 to \$475.00 per hour for associates; and \$75.00 per hour for paralegals. All charges will be made in units on one-tenth (1/10) of an hour, with a minimum charge of one-tenth of an hour and will be applied to every activity performed on your behalf. In the alternative, we may agree to a mutually agreed to flat fee for certain New Matters.

The fees set forth above do not include out-of-pocket and incidental costs and expenses such, filing fees, travel, computer research fees, messenger charges, court costs and the like. The Company agrees to pay all expenses advanced by the firm on a monthly basis and to provide expenses in advance to the extent reasonably requested by the firm.

We shall keep records of the time we expend on your matters and will bill you for this time on a monthly basis. You will receive a regular statement, detailing the services performed. You agree to pay our billings on a monthly basis. Any amount due and owing after 45 days of invoicing shall incur interest at the rate of 1.5% per month on the amount due and owing. Our policy is to withdraw from representation for any client whose account is more than 90 days past due.

You agree that we are authorized to communicate with you, and your representatives, if any, on cellular phones or by electronic mail, notwithstanding the risk that unauthorized eavesdropping may occur during such communications, which may violate the confidential nature of our communications with you. We ask that you keep these risks in mind when communicating with us by such methods.

The Firm represents a large number of diverse clients in various areas. As a result, situations have arisen where the representation of one client has precluded lawyers in the Firm from representing other clients in related or unrelated matters.

In order to avoid potential restrictions on the Firm's representation of clientele, we routinely request from clients a waiver, in advance, that the Firm will not be disqualified from representing interests that may become adverse to Floyds with regard to matters that are not substantially related to the matter for which we have been engaged by the Company. This waiver is not intended to and does not permit the Firm to represent any interests that may be directly adverse to Floyds that involve matters substantially related to the services for which Floyds retained the Firm. Such waiver does not result in any waiver of the protections that are afforded to Floyds with regard to attorney-client communications with the Firm. Such communications will remain confidential and will not be disclosed to any third party without consent. Accordingly, you agree that you will not object to the Firm's representation of other clients on the basis of your retention of the Firm, unless such other representation would involve the Firm representing an interest that is directly adverse to you or a matter substantially related to the Matter or New Matters, subject to the exception as noted above.

The nature of the Firm's practice is such that the Firm may from time to time represent one client in a matter while also representing that client's adversary in another unrelated matter. Such concurrent representation is undertaken only if it is the Firm's professional judgment that the Firm can engage in such representations in an impartial manner and without any adverse effect in the respective representations of either client. Accordingly, you agree that you do not consider any such concurrent representation in unrelated matters to be inappropriate and consents to any such present or future concurrent representations. In certain circumstances, such as where a company's founders or officers are not individually represented by counsel, we may also ask for informed consents and waivers by such persons of the opportunity to engage separate counsel on their behalf. In such cases, we encourage the founders and officers to discuss such consents and waiver with counsel of their choice, as is their right, including the authorized officer who executes this engagement letter for Floyds.

We will consult with you on all major decisions and will attempt to keep you fully informed of the status of the preparation of documents and responses to filings, if any, as well as our recommended strategies. You should feel free to call at any time if you have any questions or wish to discuss any aspect of this matter.

In the event that a controversy or claim arises out of or relates to this Agreement, then it is agreed and understood that same shall be determined in accordance with the laws of the State of New York and by a court of competent jurisdiction in the County of New York. In the event there is a fee dispute, you may be entitled to have the dispute resolved through arbitration, pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of the State of New York.

If the foregoing accurately sets forth our agreement, please counter-sign in the space provided below and return to the above office as soon as possible.

Thank you, and I look forward to a successful working relationship.

Very truly yours,



Peter DiChiara
Peter DiChiara
Partner

READ, AGREED and ACCEPTED

FLOYDS OF LEADVILLE INC.

By: _____

Name: Floyd Landis

Title: President

Wiring Instructions:

Signature Bank
565 Fifth Avenue
New York, New York 10017

Routing #: 026013576
Account #: 1502747882
Account Title: Carmel, Milazzo & DiChiara LLP